

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE Jan. 13, 2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) NSA Souda Bay	
6. ISSUED BY CODE		SP0600		7. ADMINISTERED BY (If other than Item 6) CODE			
Attn: Brenda Hall/DESC-FPB/Suite 2941 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Phone: 703-767-9342 Fax: 703-767-9338							
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. SP0600-99-R-0140 9B. DATED (SEE ITEM 11) October 1, 1999 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ 1 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2 - 3, PLUS ATTACHMENT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540 01-152 9070

PREVIOUS EDITION UNUSABLE

PerFORM (DLA)

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

1. **Question:** Reference Amendment 0002 Question and Answers - In answer to question number 5, referring to the current CLA or Employment Agreement, the Government states "This agreement will be incorporated in the next amendment". The agreement was not in amendment 0003. Will the Government provide the current agreement?

Response: The Greek Employment Agreement is attached. This is the only agreement that was provided to DESC. Contractors should be aware that they are responsible for any Greek labor rules that apply to this contract.

2. **Question:** Section B Line Item 0004 - Reference to payment for augmentation in accordance with Section C-1.19. This section is not present in the RFP. Will the Government provide the correct reference?

Response: Yes, the correct reference is Section C-4.3.

3. **Question:** Section M52 - The Government states "Estimated hours shown in Services To Be Furnished" clause will be multiplied by the applicable offered rate in the "Services To Be Furnished" clause. Will the Government provide the "estimated hours" mentioned in the above reference?

Response: This clause does not apply and is therefore deleted in its entirety.

4. **Question:** Section B, Line Item 0004 - The Government requests hourly rates for listed positions. Is the contractor to provide rates for the base period only, or are rates for the option years also required? If a rate schedule for each year is required, will the Government provide the format in a revised Section B?

Response: Yes, augmentations rates are required for the entire performance period. Use this modification (see below) to fill-in the proposed rates.

November 1, 2000 through September 30, 2001

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
0004AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
0004AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
0004AD	Fuel System Distribution Oper - Overtime	\$ _____/hour
0004AE	Maintenance Laborer - Straight Time	\$ _____/hour
0004AF	Maintenance Laborer - Overtime	\$ _____/hour

October 1, 2001 through September 30, 2002

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
0004AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
0004AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
0004AD	Fuel System Distribution Oper - Overtime	\$ _____/hour
0004AE	Maintenance Laborer - Straight Time	\$ _____/hour
0004AF	Maintenance Laborer - Overtime	\$ _____/hour

October 1, 2002 through September 30, 2003

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
0004AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
0004AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
0004AD	Fuel System Distribution Oper - Overtime	\$ _____/hour
0004AE	Maintenance Laborer - Straight Time	\$ _____/hour
0004AF	Maintenance Laborer - Overtime	\$ _____/hour

October 1, 2003 through September 30, 2004

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
0004AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
0004AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
0004AD	Fuel System Distribution Oper - Overtime	\$ _____/hour
0004AE	Maintenance Laborer - Straight Time	\$ _____/hour
0004AF	Maintenance Laborer - Overtime	\$ _____/hour

October 1 -31, 2004

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
0004AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
0004AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
0004AD	Fuel System Distribution Oper - Overtime	\$ _____/hour
0004AE	Maintenance Laborer - Straight Time	\$ _____/hour
0004AF	Maintenance Laborer - Overtime	\$ _____/hour

EMPLOYMENT AGREEMENT

OCT 27 1999
In Chania, on this day of 1999, by and between:

..... with registered offices in
....., USA, duly represented by Mr.
hereinafter referred to as "the Employer" and
resident of with ID card number
....., hereinafter referred to as "the Employee", has been
agreed and mutually accepted as follows:

The Employer hereby employs the Employee in the capacity of truck driver -
refueler. The particular duties of his employment are described in Article 3 of
the present, but by no means of limitation. The two parties hereby accept and
recognize that the abovementioned employee has been hired since
..... under the same capacity, but since there was no written
agreement at the date of the first hiring, the two parties
recognize that the present agreement is in continuance with the previous labor
relation. The Employee hereby accepts his employment for the above
mentioned position and duties, upon the following terms and conditions set
forth in this Agreement:

1. Term. The Employment Agreement is agreed to be of a definite period of
time. The term shall expire concurrently with the expiration of
Employer's contract with the United States Government for operations at
USA Souda Bay, Hania, on October 31, 2000.

2. Compensation.

(a) The Employee is paid on an hourly-wage basis. The Employee's
hourly wage is agreed and stipulated to the percentage of the
monthly salary to which the Employees that fall within the
Employee's capacity are entitled to according to the Greek labor
legislation and the applicable relevant collective agreement, which
monthly salary is stipulated now at the amount of drachmae
.....

Therefore, the hourly rate is estimated by virtue of the percentage
of the monthly salary provided by the law, and receives an annual
increment proportionally to the annual increments of the monthly
salary whose level is defined by the provisions of the applicable
relevant collective labor agreements and arbitration agreements.

Such hourly rate, derived from the monthly salary includes all
allowances or contributions provided by the General Special
Collective agreements, or imposed by any other legal way either
defined as payment of a certain amount, or as a percentage on the

legal (basic) salary or in another way (family allowances, allowances of wife and children, allowance of unwholesome work etc.)

The hourly rate is liable to all withholdings which now exist or will possibly exist in the future and are chargeable to the employees.

- (b) In addition, the Employee is entitled to Christmas Bonus, Easter Bonus and Annual Leave Allowance and receives them proportionally according to the terms and provisions of the Greek labor legislation and the relevant collective labor agreements.
- (c) The abovementioned amounts are regarded by both the contracting parties as fair and just and absolutely reciprocating in the true value of the services provided by the Employee.
- (d) The Employee is entitled to compensation for overtime, grave shifts, work on Sundays and holidays in accordance with the regulations of the Greek labor legislation.

3. Professional Duties and Obligations.

- (a) It is expressly agreed that the Employee is employed as truck driver-refueler and under the term and condition that he is in a position to communicate effectively in English both orally and in writing.
- (b) It is also expressly agreed that among the duties of the employee and in addition to their duties as truck drivers refuellers, are included the following: 1) the maintenance and the responsibility for minor repairs of the equipment used by the Company's personnel, 2) the assistance in the upkeep of the fuel farm area, especially with duties such as sweeping, cleaning, weed control, etc.
- (c) The Employee is obliged to exercise his hereto duties diligently, otherwise being responsible towards the Employer for every error and omission relevant to his duties.
- (d) The Employee is forbidden to exercise any similar or other professional activity or occupation, without the Employer's written consent.
- (e) The consumption in the working place and during the working hours of alcohol beverages, drugs or other substances which are harmful to the employee's sobriety is strictly prohibited and constitutes a serious reason for termination of the employment agreement.

(f) In case of disease or impediment to work, the Employee is obliged to inform immediately the Employer for that, producing the soonest possible or at least at his return to his work, the documents proving the impediment. In case of disease is obliged to accept, if requested by the Employer, the medical check-up of a doctor defined by the Employer.

(g) In addition the Employee is obliged:

- To arrive promptly and regularly to his work and to follow the hour schedule defined by the Employer.
- To be in a compliance with the instructions, orders, circulars etc. of the Employer and its representatives.
- To be in a compliance with the Health and Security Regulations, provided by the law, or by a regulation, or in accordance with the relevant orders and instructions of the Employer.

The abovementioned orders and circular will be in accordance with the Greek Labor Legislation and the existing collective agreements.

4. **Place of Employment.** The Employee shall offer his services primarily at the Company's installations in Chania and in the wider area of Chania.
5. **Working Hours.** Due to the nature of the Employer's varying shift work requirements, the Employee will generally be scheduled to work on a shift of eight (8) hours per day with the prerequisite that the hours do not exceed 56 hours per week, in accordance with the provisions of the art. 7 of the Presidential Decree of 27.6./4.7.1932 and/or in combination with law 1892/1990.
6. **Confidentiality.** The Employee must keep completely confidential any information and knowledge with respect to the business of the Employer and its clients, which shall come into the Employee's knowledge, because of his work. The obligation of confidentiality shall survive the Employee's retirement.
7. **Other provisions.** The duration and amount of the Employee's annual leave are provided and regulated by the relevant provisions of Compulsory Law 539/1945, as amended by Law 1346/1983 and is in force today and is granted as provided by the Law.
8. The terms and conditions of the present Agreement may be modified only in writing, in which case the Employer is obliged to inform the Employee for any modification within thirty (30) days as provided by Presidential Decree 156/1994 in compliance with the E.U. Council Directive 91/533/EEC/14.10.1991.

9. Governing Law. It is agreed that the Greek Law is applicable and that the Crete Courts are competent to solve any dispute, which may arise between the contracting parties from the execution of the present Agreement.
10. Miscellaneous. Every breach by the Employee, of any term of the present Agreement which are all substantial, is regarded as a voluntary termination of the present Agreement caused by the Employee.

In witness whereof, the present Agreement was drawn in two (2) original copies and was signed by the contracting parties, each one of which received one copy thereof.

For the Employer

The Employee

Name:

Name: